

Pacify Terms and Conditions

These Terms and Conditions ("Terms and Conditions") form a legal agreement between Pacify Health, LLC ("Pacify" "we" ,"us" and "our") and you, the individual ("you" and "your") concerning your access to and use of the various services offered through the Pacify Application and Website (as defined below). Use of any of the Pacify Application and Website constitutes your acceptance of these Terms and Conditions and our [Privacy Policy](#).

Description of Application and Pacify Services

As described below, Pacify makes certain maternal and pediatric health information available to you and/or facilitates your access to independent consultants (as defined below) through the Pacify Application (defined below) and our Websites (defined below).

Pacify Application & Websites

The Pacify Application is a downloadable software application (the "Pacify Application" or "Application") that enables you to access Pacify functionality directly from a mobile device supported by Pacify ("Device"). You may download the Application whether or not you use the Pacify services, but you must associate it with your Pacify account to enable its full functionality. The use of the Application is subject to these Terms and Conditions.

The term "Website(s)" include, but is not be limited to, the following URLs and social media accounts owned and maintained by Pacify and their associated subpages and information:

- pacify.com
- facebook.com/pacifyapp
- instagram.com/pacifyapp/
- vimeo.com/pacifyapp
- twitter.com/pacifyapp
- linkedin.com/company/pacify
- pinterest.com/PacifyApp/_saved/

Services

Through the Application, Pacify provides the following services (the "Services"): we enable you to access virtual/remote/mobile counseling and consultation services from independent lactation consultants and other maternal and pediatric health care professionals as determined by Pacify (collectively, "Independent Consultants"). The Application provides appointment scheduling and reminders and Pacify provides other back office administrative services.

The Services do not include the provision of medical care or other professional services by Pacify or its employees. Pacify facilitates access to online counseling and consultation services provided by Independent Consultants. While the Services may provide access to certain general medical information, and also may provide messaging functionality to contact Independent Consultant(s), the Services cannot and are not intended to provide medical advice.

We advise you, and it is your responsibility, to seek the advice of a physician or other qualified healthcare provider with any questions regarding the health or medical conditions of you and/or your child. Never disregard, avoid, or delay in obtaining medical advice from your doctor or other qualified healthcare provider because of information received from an Independent Consultant or seen on the Application or Pacify's website. **If you have or suspect that you have a medical problem or condition, please contact a qualified healthcare professional immediately. Likewise, if your child has or you suspect**

that your child has a medical problem or condition, please contact a qualified healthcare professional immediately.

To the extent medical advice is provided to you by an Independent Consultant through the Services, such medical advice is based on the personal health information of you and/or your child as provided by you and the local standards of care for your presenting symptoms, based on your use of the Services. Responses are not provided by Pacify, but are provided by the Independent Consultant.

Disclaimers Related to Services

USE OF THE SERVICES IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED ABOUT YOUR HEALTH OR THE HEALTH OF YOUR CHILD, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

THE CONTENT ON PACIFY APPLICATION AND PACIFY WEBSITE (OTHER THAN A DIRECT RESPONSE FROM AN INDEPENDENT CONSULTANT) IS NOT AND SHOULD NOT BE CONSIDERED MEDICAL ADVICE OR A SUBSTITUTE FOR INDIVIDUAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. YOU SHOULD ALWAYS TALK TO YOUR MEDICAL PROFESSIONALS FOR DIAGNOSIS AND TREATMENT, INCLUDING INFORMATION REGARDING WHICH TREATMENT MAY BE APPROPRIATE FOR YOU AND/OR YOUR CHILD. PACIFY MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY OF THE INFORMATION ON THE APPLICATION OR PACIFY WEBSITE NOR WHETHER ANY PARTICULAR TREATMENT IS SAFE, APPROPRIATE, OR EFFECTIVE FOR YOU AND/OR YOUR CHILD.

Independent Consultants

Through the Application, Pacify enables you to access limited counseling and consultation services online from certain independent licensed or certified consultants, who may include lactation consultants, Licensed Clinical Social Workers and Licensed Independent Social Workers (collectively, “**Independent Consultants**”).

Pacify arranges for Independent Consultants to be available on the Application and to make their services available through Pacify’s appointment scheduling tool. Pacify provides other types of administrative services and information to you and the Independent Consultants.

Independent Consultants are solely responsible for maintaining any required licenses, certifications and/or authorizations, as applicable, in the respective state(s) in which they provide their services. Independent Consultants are independent contractors; they are not employees of Pacify. Independent Consultants are responsible for their independent professional judgment and recommendations. Each Independent Consultant’s scope of service is limited by his/her applicable licensure/certification and any service restrictions established by Pacify. Independent Consultants are in no way intended to replace your primary care physician, ob-gyn, pediatrician or any other clinical relationship you maintain or may need. Pacify does not recommend or endorse any specific treatment, services, tests or advice provided by Independent Consultants.

Content on Application and Website

The information that Pacify provides on the Application or its Website(s) is intended for general informational purposes only. It is not intended as professional medical advice, diagnosis or treatment. Reliance on any information provided by Independent Consultants or appearing on the Application or Website is solely at your own risk.

Your Use of the Application and Access to Independent Consultants

Access to certain portions of the Application is restricted to registered users of our Services. Direct subscribers (as defined below) must be 18 years old to access the Application and the Services. As part of our registration process, you must provide us with personal identification information, personal health information, and a current, valid email address. Billing information is required for direct subscribers. A direct subscriber is a user who is responsible for paying any subscription fees, as opposed to an individual who has access paid for by their employer, health plan, or other organization.

We need this information so that we can verify your identity, initiate billing charges, and make the full scope of member benefits available to you through the Website and the Pacify Application. Additionally, you must provide us with personal identification information and personal health information about your child. This information will only be used by us and the Independent Consultants as permitted by these Terms and our [Privacy Policy](#).

Direct subscribers may register for either one (1) month, three (3) month or twelve (12) month subscriptions. Subscriptions run from the date of valid payment for enrollment. Upon the expiration of your subscription period, if you elect to reenroll you will be charged the applicable subscription fee. **If after subscribing to the Pacify Application you elect not to use the Application, cease using the Application, or uninstall the Application, there are NO REFUNDS.**

Fees and Applicable Charges

If you are a direct subscriber, you agree that you are solely responsible for all subscription fees for the Services, pursuant to the schedule of monthly subscriptions and fees set forth on the Website and the Pacify Application. You agree to be responsible for any telephone charges and/or Internet service fees you incur in accessing and using the Website, the Pacify Application and Services. Pacify reserves the right to modify its pricing and subscription structure at any time.

Registration and Security

When you register, you will be asked to choose a password. You are responsible for safeguarding and maintaining the confidentiality of your password and you agree not to disclose your password to any third-party. You will be solely responsible for any activities or actions taken under your account, whether or not you have authorized such activities or actions. You must notify us immediately if you know or suspect that any unauthorized person is using your password or your account (for example, your password has been lost or stolen, someone has attempted to use the Services through your account without your consent or your account has been accessed without your permission). We strongly recommend that you do not use the Services on public computers. We also recommend that you do not store your password through your web browser or other software

Prohibited Use

By using the Pacify Application, you agree to not engage in inappropriate or illegal activity, including, but not limited to, any of the following:

- Converse in, send or otherwise transmit to or through the Application any unlawful, infringing, harmful, harassing, defamatory, threatening, hateful or otherwise objectionable manner or material of any kind, and any unsolicited advertising, solicitation or promotional materials;
- Misrepresent your identity or affiliation in any manner;
- Seek support outside the scope of Services;
- Engage in any abusive use of the Application or an Independent Consultant's time;
- Subject the Independent Consultants to any harassment, abuse or inappropriate conduct;

- Reverse engineer, disassemble or decompile any section or technology in the Application or attempt to do any of the foregoing;
- Gain unauthorized access to the Application, to other users' accounts, names, personally identifiable information or other information, or to other computers or websites connected or linked to Application; or
- Post, transmit or otherwise make available any virus, worm, spyware or any other computer code, file or program that may or is intended to damage or hijack the operation of any hardware, software or telecommunications equipment.

If we determine that you may have engage in any of the above behavior or other behavior that jeopardizes Pacify, the Application or Independent Consultants, we may terminate your access immediately without notice and you will forfeit any fees paid. **Pacify does not refund any fees paid for access to the Application.**

Limited License to Use the Application

Pacify hereby grants you, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited personal license to:

- Use the Application for your own personal use;
- Install the Application on only one Device; and
- Make one copy of the Application in any machine readable form solely for back-up purposes, provided you reproduce the Application in its original form and with all proprietary notices on the back-up copy.

For clarity, the foregoing is not intended to prohibit you from installing and backing-up the Application for another Device on which you also agreed to these Terms and Conditions. Each instance of these Terms and Conditions that you agree to grants you the aforementioned rights in connection with the installation, use and back-up of one copy of the Application on one Device.

Title

Title, ownership and all rights (including without limitation intellectual property rights) in and to the Application shall remain with Pacify. Except for those limited rights expressly granted in these Terms and Conditions, no other rights are granted, whether express or implied.

Restrictions

You understand and agree that you shall only use the Application in a manner that complies with any and all applicable laws in the jurisdictions in which you use the Application. Your use shall be in accordance with applicable restrictions concerning privacy and intellectual property rights.

You may not:

- Create derivative works based on the Application;
- Use the Application for any purpose other than as described herein;
- Copy or reproduce the Application except as described in these Terms and Conditions;
- Sell, assign, license, disclose, distribute or otherwise transfer or make available the Application or any copies of the Application in any form to any third parties;
- Alter, translate, decompile, reverse assemble or reverse engineer the Application, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law; or

- Remove or alter any proprietary notices or marks on the Application.

Use of Content

The content that Pacify provides to users on or through the Application may be protected by copyright or other intellectual rights owned by Pacify or third party licensor. You may not copy, reproduce, post, modify create derivative works, use for commercial purposes or distribute any of the Content without the express written permission of Pacify.

If you supply any comments, information, or material through the Application, you represent and warrant to us that you have the legal right to supply such material and that it will not violate any law or the rights of any person or entity. Except for any PHI you submit to us, all information or material you supply to us shall be deemed and shall remain our property, and you hereby assign to us all right, title, and interest in and to any such information or material, without any restriction or obligation to you.

Trademarks

The Pacify trademark, service mark and logos used and displayed on the Application are the registered or unregistered trademarks and service marks of Pacify. You may not use any trademark, service marks or logos without the express written permission of Pacify.

No Warranty

PACIFY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE, OR THAT THE APPLICATION WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED MANNER, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, OR THAT THE APPLICATION IS FULLY COMPATIBLE WITH ANY PARTICULAR PLATFORM. THE APPLICATION IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. PACIFY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO YOU.

Modification to Terms and Conditions and Termination of Access

Pacify may modify the Terms and Conditions with notice to you either in email or by publishing notice on the Pacify website or Application, such modifications may include, but not be limited, to charging fees for the use of some functionalities or all of the Application. In addition, Pacify may terminate your use of the Application, or the Pacify services at any time, with or without notice.

Updates to Application

Pacify may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Pacify has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

Based on your Device settings, when your Device is connected to the internet either: the Application will automatically download and install all available Updates; or you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and

acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to these Terms and Conditions.

U.S. Government Restricted Rights

The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

Indemnification

You agree to indemnify and otherwise hold harmless Pacify, its officers, employers, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Application or any other matter relating to the Application.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT PACIFY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PACIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IN NO EVENT WILL PACIFY'S AGGREGATE LIABILITY TO YOU EXCEED THE AMOUNT OF LICENSING FEES PAID BY YOU TO PACIFY. THESE LIMITATIONS AND EXCLUSIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OF DAMAGES AND/OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Export Restrictions

These Terms and Conditions are expressly made subject to any laws, regulations, orders or other restrictions on the export from the United States of America of the Application or information about such Application which may be imposed from time to time by the government of the United States of America. You shall not export the Application or information about the Application without consent of Pacify and compliance with such laws, regulations, orders or other restrictions.

Privacy Policy

In these Terms and Conditions, "personal information" means any information about an identifiable individual, such as your name, email address, mailing address, gender, date of birth, any personal or protected health information, or any data about you that you elect to provide electronically through the Application or Website(s) and any other information that identifies who you are. Personal Information will be used by Pacify in accordance with these Terms and Conditions, and our [Privacy Policy](#).